

General Terms and Conditions for Consumers

Please note that only the German version is legally relevant.

1 Scope of application

The following terms and conditions are an integral part of every contract concluded between us, MEGABAD GmbH, Heisenbergstr. 19a, 50169 Kerpen, Germany, and you via our online store, provided that you purchase from us as a consumer within the meaning of § 13 BGB (German Civil Code); a consumer is any natural person who concludes a legal transaction for purposes that can predominantly be attributed neither to his commercial nor his independent professional activity.

2 Conclusion of contract

2.1 The presentation of our goods on our website at <https://www.megabad.com/> does not constitute a binding offer on our part. Please refer to our customer information for details of how a contract is concluded.

2.2 We deliver to Germany, Austria, Switzerland, Belgium, the Netherlands, Luxembourg, France, Spain and other countries on request.

3 Our liability

3.1 Unless otherwise agreed below, our goods are subject to the statutory liability for defects.

3.2 We shall be liable - irrespective of the legal grounds - for damages or compensation for futile expenses in accordance with the following provisions under Sections 3.2.1 and 3.2.2:

3.2.1 In the event of intent or gross negligence, we shall be liable without limitation. In the event of simple negligence, we shall only be liable for damages arising from the breach of a material contractual obligation (obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance you regularly rely and may rely); in this case, however, our liability is limited to compensation for the foreseeable damage typical of the contract.

3.2.2 The exclusions and limitations of liability resulting from clause 3.2.1 shall not apply if we have fraudulently concealed a defect or have assumed a guarantee for the quality of the item, for damages resulting from injury to life, body or health, as well as in the case of liability under the Product Liability Act.

3.3 Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our legal representatives and vicarious agents.

4 Value vouchers

If we conclude a contract with you for the purchase of vouchers, the following conditions also apply:

4.1 Immediately after receipt of payment, we will send the voucher by e-mail to the e-mail address you provided during the ordering process.

4.2 The vouchers are valid for 36 months from the date of issue. An extension is not possible. After expiry of the aforementioned period, the credit expires and the voucher can no longer

be redeemed. A refund of the (remaining) credit is excluded in this case. Cash payment is also not possible.

4.3 We accept no liability for stolen or lost vouchers.

4.4 Redeeming the vouchers

4.4.1 Value vouchers can be redeemed on our website <https://www.megabad.com/> by entering the assigned value voucher code in the corresponding input mask during the order process. After clicking on the confirmation button, the updated purchase price will be displayed. If the amount of the voucher is not sufficient to cover the price of the order, the remaining purchase price will be displayed. The difference can be paid using another payment method approved by us. It is not possible to redeem several vouchers within the same order process.

4.4.2 In order to redeem a voucher, the purchase value must be at least equal to the value of the voucher. No remaining credit can remain on the voucher.

4.4.3 If a purchase contract that was paid for (possibly in part) with a voucher is revoked or the goods are returned for any other reason, the credit used for payment will be refunded to you directly.

5 Reservation of title

The goods remain our property until full payment has been made.

6 Online dispute resolution / consumer arbitration

6.1 If you have cause for complaint, you can enter your complaint on the online dispute resolution website provided by the European Commission. Your complaint will then be forwarded to us. Please access the following link and follow the instructions there:
<https://ec.europa.eu/consumers/odr/> .

6.2 We do not participate in dispute resolution proceedings before a consumer arbitration board and are not obliged to do so.